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UNITED STATES DISTRICT COURT EASTERN DISTRICT OF NEW YORK

LIBERTY MUTUAL FIRE INSURANCE COMPANY,
LIBERTY INSURANCE CORP., LIBERTY MUTUAL)
INSURANCE COMPANY, LIBERTY COUNTY)
MUTUAL, THE FIRST LIBERTY INSURANCE)
CORP., LIBERTY MUTUAL MID-ATLANTIC)
INSURANCE COMPANY, LIBERTY MUTUAL)
INSURANCE CORP., PEERLESS INS. CO.,)
AMERICAN STATES INSURANCE CO., GENERAL)
INSURANCE CO. OF AMERICA, SAFECO |
INSURANCE CO. OF AMERICA AND SAFECO |
INSURANCE CO. OF INDIANA,

Plaintiffs,

-against-

ISAAC SHAPSON, YURI NISNEVICH A/K/A YRU NISNEVICH, SERGE DELALEU, M.D., IQBAL PERVAIZ QURESHI, M.D. MATTHEW PHILLIP GOTTLIEB, D.C., RALPH ROBERT BONOCORE, D.C., IGOR VATELMAN, L.AC., SD MEDICAL, P.C., P.R. MEDICAL, P.C., GOTTLIEB FAMILY CHIROPRACTIC, P.C., GOODHEART CHIROPRACTIC, P.C., ELEMENT ACUPUNCTURE, P.C., NORTMED MANAGEMENT, INC., JOHN DOES 1 THROUGH 20 AND ABC CORPORATIONS 1 THROUGH 20,

Defendants.

13-CV-5064 (ENV) (PK)

STIPULATION AND ORDER OF VOLUNTARY DISMISSAL WITH PREJUDICE SOLELY AS TO IQBAL PERVAIZ QURESHI, M.D., P.R. MEDICAL, P.C. AND SD MEDICAL, P.C.

IT IS HEREBY STIPULATED AND AGREED TO by and between the undersigned counsel for the Plaintiffs, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, Liberty Mutual Insurance Company, Liberty County Mutual, The First Liberty Insurance Corporation, Liberty Mutual Mid-Atlantic Insurance Company, Liberty Mutual Insurance Corporation, Peerless Insurance Company, American States Insurance Company, General

Insurance Company of America, Safeco Insurance Company of America, and Safeco Insurance Company of Indiana, (collectively "Plaintiffs") and Defendants Iqbal Pervaiz Qureshi, M.D., P.R. Medical, P.C. and SD Medical, P.C. (collectively, "Defendants"), as follows:

- 1. Plaintiffs' claims asserted against the Defendants, as that term is defined herein, in this action are dismissed, with prejudice pursuant to Fed. R. Civ. P. 41(a)(1).
 - 2. Plaintiffs and the Defendants shall pay their own costs and attorneys' fees.
- 3. This Stipulation and Order of Voluntary Dismissal is solely limited to discontinuing claims by and between the parties hereto.
- 4. The Court shall retain jurisdiction and authority over any disputes relating to the enforcement of the settlement agreement entered into by the Plaintiffs and Defendants to this Stipulation and Order of Voluntary Dismissal.

Dated: <u>February 14,</u> __, 20<u>18</u>

MORRISON MAHONEY LLP

By: /s/ James A. McKenney

Robert A. Stern, Esq. James A. McKenney, Esq. 120 Broadway, Suite 1010 New York, New York 10271 rstern@morrisonmahoney.com Counsel for Plaintiffs, Liberty Mutual Fire Insurance Company, Liberty Insurance Corporation, Liberty Mutual Insurance Company, Liberty County Mutual, The First Liberty Insurance Corporation, Liberty Mutual Mid-Atlantic Insurance Company, Liberty Mutual Insurance Corporation, Peerless Insurance Company, American States Insurance Company, General Insurance Company of America, Safeco Insurance Company of America, and Safeco Insurance Company of Indiana

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By:

Gary Tsirelman, Esq. Gary Tsirelman, Esq. Nicholas Bowers, Esq. 129 Livingston Street, 2nd Floor

Brooklyn, New York 11201

Counsel for Defendants P.R. Medical, P.C., SD Medical, P.C.

and Iqbal Pervaiz Qureshi, M.D.

7so ORDERED

s/ENV

Eric N. Vitaliano, U.S.D.J.

3114 Dated:

, 2018